

AN ORDINANCE 2006-03-16-0348

**AUTHORIZING THE EXECUTION OF AN AGREEMENT TO DETAIL FEDERALLY FUNDED PERSONNEL WITH PUBLIC HEALTH FOUNDATION ENTERPRISES, INC. TO PROVIDE TESTING SERVICES AT THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT LABORATORY BEGINNING MARCH 1, 2006, FUNDED BY THE DEPARTMENT OF HOMELAND SECURITY.**

\* \* \* \* \*

**WHEREAS**, the San Antonio Metropolitan Health District (SAMHD) Public Center for Environmental Health (PCEH) operates and maintains various air quality and particulate matter monitors throughout San Antonio and Bexar County; and

**WHEREAS**, currently samples from these devices are driven to the Texas Department of State Health Services laboratory each morning for processing; and

**WHEREAS**, the Public Health Foundation Enterprises, Inc. (PHFE), a management company contracted by the Centers for Disease Control (CDC) and Prevention and the Department of Homeland Security, has offered to provide this service in-house at no cost to the City by providing the personnel who will be performing the analytical testing on the samples collected; and

**WHEREAS**, the SAMHD will make the final selections and provide general oversight and management of the personnel; and

**WHEREAS**, the SAMHD is providing space only for the testing of the samples therefore, all equipment, technical support and supplies necessary will be provided by the CDC; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager or her designee is authorized to execute an Agreement to Detail Federally Funded Personnel with Public Health Foundation Enterprises, Inc. to provide testing services at the San Antonio Metropolitan Health District laboratory beginning March 1, 2006. A copy of said agreement is attached hereto and incorporated herein for all purposes as Attachment I.

**SECTION 2.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.


**SECTION 3.** This ordinance shall be effective on and after March 26, 2006.

PASSED AND APPROVED this 16th day of March, 2006.

  
M A Y O R

**PHIL HARDBERGER**

ATTEST   
City Clerk

APPROVED AS TO FORM:   
for City Attorney

**Agreement to Detail Federally Funded Personnel  
between  
Public Health Foundation Enterprises, Inc.  
and  
the City of San Antonio**

Pursuant to its authority as a sub-contractor for the BioWatch Staffing, Communication and Laboratory Data Integration Program for the United States Department of Homeland Security (hereinafter DHS), Public Health Foundation Enterprises, Inc. (hereinafter "PHFE") hereby agrees to the detail of PHFE personnel (hereinafter "assignees") to the City of San Antonio on behalf of the San Antonio Metropolitan Health District (hereinafter "City") as specified below.

**I. JUSTIFICATION FOR THE DETAIL**

- A. The detail of PHFE personnel will assist DHS and City in carrying out disease prevention and other public health preparedness activities.
- B. Assignees will provide assistance to City in developing, implementing, and evaluating public health and homeland security programs, particularly BioWatch.
- C. Assignees will promote and enhance capacity-building through consultation, demonstration, and technical expertise.

**II. OBJECTIVES OF THE DETAIL**

- A. To contribute to overall local and state health goals in support of national security and health.
- B. To reduce the incidence of disease and injury, disability and death.
- C. To provide the opportunity to expand and enhance the skills and development of PHFE personnel assigned to City.

**III. POSITION DATA AND SUPERVISION**

- A. The annual DHS Contract Award will specify the number and type of PHFE employees to be assigned to the City.
- B. The actual number of assignees may vary from time to time, based on the availability of personnel and the discretion of DHS and may on the occasional need to exceed the agreed-upon number in anticipation of subsequent losses.
- C. Individual position descriptions and employee work plans will specify the roles that assignees will carry out. These descriptions are provided in a baseline format to City for modification as necessary.
- D. Personnel assigned to a City area are recruited and selected by PHFE and the City through internal and/or external competitive process(es). Each selectee is proposed to PHFE by the City after the City performs candidate interviews and reference checks.
- E. City shall provide a work environment free of verbal, written, or physical conduct that has the purpose or effect of unreasonably interfering with the assignee's performance or that creates an intimidating, hostile, or offensive environment. The City shall abide by all laws and regulations applicable to workplace conduct.

- F. City will provide assignees with work space equipped with resources and materials that will provide assignees with access to communications equipment (e.g. computers, electronic mail, telephone, and facsimile machines) to allow them to maintain regular contact with PHFE and for routine business purposes.
- G. Assignees will function as agents of City. They will have the same rights, responsibilities and supervision as comparably suited employees of City (including: when applicable, the right to participate in the evaluation of employees under their supervision, recommend appropriate disciplinary actions for staff and nominate employees for performance recognition and awards.)
- H. PHFE will provide broad guidance, technical consultation, and official supervision to assignees. Furthermore,
  - 1. Each assignee's performance will be formally assessed by his/her City supervisor, based upon the report of his/her immediate supervisor. In completing an assignee's evaluations (both at end-of-year and mid-year) the City will encourage and solicit input from other appropriate City staff regarding the assignee's performance.
  - 2. Any publication that includes the name of a PHFE assignee should include the assignee's PHFE affiliation as well as local affiliation with his/her name. Standard guidelines for authorship should be followed when determining whether a PHFE assignee's name should be included as an author on a publication.
  - 3. Any request by an assignee for approval of work outside his/her current job and assignment must be submitted on the appropriate form through the assignee's direct supervisor and to the BioWatch Program Manager at PHFE.
  - 4. PHFE will ultimately be responsible for rendering any appropriate disciplinary action that City proposes against an assignee.
  - 5. City supervisor will work closely with assignee to resolve any routine questions or issues that arise regarding the assignment or the assignee's performance.
  - 6. City will promptly advise PHFE of any serious performance or behavioral concerns about the assignee. In these cases, City and PHFE staff will work together in attempt to resolve such concerns with the assignee, either informally or formally, depending upon the nature of the concern. Other PHFE resources may be called upon by the immediate supervisor to help resolve the issue.
  - 7. If informal and/or formal efforts fail to resolve a problem, City may request the removal of an assignee. Such request may be forwarded, in writing, through the senior management of the City to the BioWatch Program Manager at PHFE and must state: 1) a substantive basis for the request, 2) efforts taken by City otherwise solve the problem, and 3) the purpose date for the removal, this date shall not be less than 30 days from the date of the request, unless necessary for the safety of staff at City or due to performance issues that would indicate removal cannot wait.. Upon receipt of such a request, PHFE will take appropriate action in consultation with City and the assignee.

#### **IV. COSTS**

- A. Projected costs for assignees' salary, fringe benefits, and related expenses will be provided to PHFE.
- B. Expenses incident to the assignees' employment, transfer expenses and travel will be paid as follows:
  - 1. Pay and allowances will be paid from funds made available in the annual BioWatch Staffing, Communications and Laboratory Data Integration Program contract or any subsequent contract. This will include, but will not be limited to, the following premium pay (e.g., holiday and overtime pay); PHFE's share of costs for health benefits, group life insurance, and civil service or social security retirement coverage.
  - 2. An assignee's salary will be paid on a semi-monthly basis. Payment will be dependent on a timely receipt of the appropriate time and attendance reports assignee is required to submit to his/her PHFE timekeeper. Payment will be issued by PHFE.
  - 3. Premium pay for overtime worked must be approved in advance by the appropriate management staff within the City agency wherever possible.
  - 4. Individual performance ratings will serve as the basis for recommending within grade salary increases and merit pay increases.
  - 5. Any out-of-state travel by any assignee, or any in-state travel required by PHFE or DHS, will be paid for by DHS through PHFE. Any in-state or local travel by an assignee that is required by City will be paid by City.

#### **V. LEAVE AND HOURS OF DUTY**

- A. Assignees are required to work a 40-hour work week. Hours of duty will be determined by City.
- B. Assignees will follow leave and holiday schedules and procedures as stipulated by the City. Assignees will note time for leave and holidays as appropriate on their time record that is submitted to PHFE. If an assignee is required to work on a holiday, premium pay will be paid under Federal Regulations for work on a holiday.

On State and local holidays that are not also Federal holidays, assignees will be excused without charge to accrued leave balances.

- C. Assignees will be entitled to use annual and sick leave in accordance with Federal and State laws, regulations, and procedures.

Earning and using overtime or credit time will be subject to the local rules and procedure of City.

A request for leave should be reviewed by an assignee's immediate supervisor. Final written approval for leave (signature on leave slips) is the responsibility of the assignee's City supervisor.

Each assignee's official leave records will be maintained by PHFE. City will authorize and approve assignee's leave requests.

## **VI. APPLICABILITY OF RULES, REGULATIONS, AND POLICIES**

- A. Rules and policies of the City shall apply to assignees unless this agreement provides otherwise.
- B. Where there is a conflict between the rules, regulations and policies of City and/or the locality regarding the legal status and/or rights of assignee and the rules, regulations, and policies of PHFE or the Federal government regarding the same issue, PHFE or Federal standards will prevail.
- C. Assignees may not engage in any political activities prohibited for Federal employees by the Hatch Act, 5 U.S.C. & 7321 et seq.
- D. The Standards of Conduct for Federal employees (5 CFR Part 2635) and those for employees of City will both apply to assignees, except as noted in item B, above.

## **VII. TRAINING**

- A. Any additional assignee absences for purposes of federally-sponsored training or professional development will occur only with the mutual consent of the parties to this agreement.

Assignees may also be released for meetings, seminars, and conferences required by DHS.

- B. Assignees participating in the "Graduate Certificate Program" will be released from their duties by City, but only as necessary, and only after consultation with PHFE. This is exclusive of Section VII-A
- C. City may, at its discretion make available to assignees any training opportunities sponsored by the State or Locality and made available to other City staff.

## **VIII. EMERGENCIES**

At the request of DHS and following discussions with City, assignees will be released for temporary assignments in response to national emergencies or health crises.

## **IX. PERIOD OF DETAIL**

- A. The details addressed by this agreement shall be of indefinite duration. The assignment of Federal funded staff to City by PHFE will be based on the demonstration of local need, availability of resources and DHS program priority.
- B. This agreement may be modified or terminated by mutual consent of the parties upon 90 days notice in writing by either party of its intent to modify or terminate the agreement.
- C. The continuation of each assignee's detail is contingent upon the availability of funds to support the detail.

## **X. APPROVAL**

- A. This Agreement to Detail is authorized for the duration of the BioWatch Regional Epidemiology Program.
- B. The Undersigned represents City and is authorized to accept the detail of assignees for the purposes stated herein.

C. PHFE agrees to detail said assignees to the best of its ability.

**XI. AGREEMENT**

A. This Agreement to Detail is approved by the undersigned.

**CITY OF SAN ANTONIO**  
San Antonio Metropolitan Health District

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Frances A. Gonzalez  
Assistant City Manager

**ATTEST:**

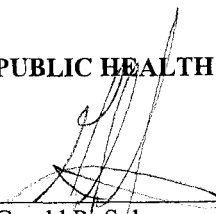
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Leticia M. Vacek  
City Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Bernard  
City Attorney

**PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.**

  
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Gerald R. Solomon, JD  
President & CEO  
Public Health Foundation Enterprises, Inc

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3-14-06  
Date